

NO. 1159

1
2 AN ORDINANCE relating to the operation and
3 facilities of the King County Airport,
4 establishing rules and regulations, rates
and charges, repealing Resolutions 17266,
11794, 36806, 29074, 28747, 35989, 9747
and 27281.

5
6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 ARTICLE I. DESCRIPTION OF PROPERTY AND FACILITIES

8 SECTION 1. Description of Property. Boeing Field International,
9 King County Airport, is located five miles south of the center
10 of the City of Seattle, Washington. The latitude is forty-seven
11 degrees, thirty-two minutes west. The altitude is seventeen
12 feet. The Airport consists of approximately five hundred seventy-
13 five acres, is oblong in shape and has concrete and blacktop
14 surfaces with artificial drainage.

15 There are two parallel runways, described as follows:

16 The main runway (13R/31L) running northwest-southeast is ten
17 thousand feet long and two hundred feet wide of concrete and
18 blacktop construction.

19 The utility runway (13L/31R) is three thousand seven hundred
20 ten feet long and one hundred feet wide of asphaltic concrete
21 surfacing. This runway lies parallel to and three hundred
22 seventy-five feet, centerline to centerline, east of the main
23 runway.

24 The Airport is owned by King County, Washington, and it is
25 classified as a Port of Entry (POE). The control tower is
26 operated by the Federal Aviation Administration.

27 The lighting consists of rotating beacon, short approach
28 lighting system 13R, runway end identification lighting 31L,
29 high intensity runway lighting 13R/31L, medium intensity runway
30 lights 13L/31R, and taxiway lights. An instrument landing system

1 is operated for 13R. The Airport is operated on a twenty-four
2 hour basis, with complete facilities for service of large and
3 small aircraft.

4 Two-way radio-equipped patrol cars are maintained to aid
5 in aircraft parking and provide Airport security. They may
6 be contacted through the control tower and/or on one hundred
7 twenty-one and nine-tenths megahertz (121.9) VHF.

8 ARTICLE II. DEFINITIONS

9 SECTION 1. Definitions. For the purpose of this portion
10 of this article, known as the Boeing Field International Code,
11 certain words and phrases are defined and certain provisions
12 shall be construed as herein set out unless it shall be apparent
13 from the context that a different meaning is intended.

14 SECTION 2. B.F.I. shall mean Boeing Field International
15 (King County Airport), a Public Utility operated by the County
16 of King, State of Washington.

17 SECTION 3. Airport means Boeing Field International (King
18 County Airport) and comprises all land set aside for King County
19 Airport.

20 SECTION 4. Airport Manager means the Airport Manager
21 appointed by the King County Executive to manage, superintend,
22 control and protect the King County Airport.

23 SECTION 5. King County Council shall mean the King County
24 Council consisting of nine duly qualified members holding office
25 under and by virtue of the provisions of the King County Charter.

26 SECTION 6. Person means any individual, firm, co-partnership,
27 corporation, company, association, or joint stock association,
28 and includes any trustee, receiver, assignee, or similar
29 representative thereof.

30 SECTION 7. Aircraft is a vehicle used or designed for

1 navigation of or flight in the air such as any aeroplane, airplane,
2 gas bag, flying machine, balloon, or any flying contrivance now
3 known or hereafter invented.

4 SECTION 8. Main Runway - Utility Runway. Main runway shall
5 mean runway 13R/31L, and Utility Runway shall mean Runway 13L/31R.

6 SECTION 9. Control Zone shall mean that airspace of defined
7 geographical dimensions designated by the F.A.A. above and
8 surrounding Boeing Field International, within which the Airport
9 Control Tower exercises authority.

10 SECTION 10. F.A.A. shall mean the Federal Aviation
11 Administration of the United States of America, as defined in
12 the Federal Aviation Act of 1958, as same now exists or hereafter
13 be amended.

14 SECTION 11. Landing Area shall mean the public use runway
15 and taxiway system of B.F.I. maintained by the Airport for the
16 landing, taking-off and taxiing by the public, and shall include
17 the areas between the runways and taxiways and the necessary
18 clearance areas.

19 SECTION 12. Operational Areas shall mean any place on the
20 landing area of the Airport and shall also include the public
21 use taxiways and ramps and the necessary rights of way and clearance
22 areas therefor, but shall not include any such areas under lease
23 to a tenant or lessee on B.F.I.

24 SECTION 13. Operator shall mean one who operates aircraft
25 for his own pleasure, passenger service, freight service, hire,
26 charter, flight instructions, business, or test purposes, or who
27 operates an aircraft as a bailee while performing service on
28 aircraft.

29 SECTION 14. Owner shall mean the registered and/or legal
30 owner of an aircraft according to the files and records of the F.A.A.

1 SECTION 15. Ramp shall mean an area designated as a
2 ramp and used for the parking and maneuvering, loading and
3 unloading, and servicing of aircraft while they are on the
4 ground. "Servicing" of aircraft as used in this Code shall
5 mean only the oiling and fueling thereof.

6 SECTION 16. Road shall mean all areas designated as public
7 use roads or streets for the exclusive use of ground vehicles,
8 including ways open to the public but shall not include any
9 such areas under lease to a tenant or lessee on the Airport.

10 SECTION 17. Taxiways shall mean all areas designated as
11 public use taxiways and used for the exclusive use of aircraft
12 movement while on the ground, but shall not include any such areas
13 under lease to a tenant or lessee on the Airport.

14 SECTION 18. Tower shall mean the control and authority
15 established and operated by the F.A.A. for the control of
16 aircraft and motor vehicle traffic on the operational areas
17 and in the airspace above and within the B.F.I. "Traffic Control
18 Zone".

19 SECTION 19. Undeveloped Areas shall mean all the land
20 on the Airport except that defined as operational areas and
21 roads, and except that land legally used by or under lease to a
22 tenant or lessee.

23 SECTION 20. Business or commercial activity shall mean the
24 use of the Airport by any person, group, club, association, or
25 corporation as a base for the conducting of commercial activities
26 for the carrying for hire of passengers, freight, express or mail,
27 for paid instruction in aviation or any aviation related field,
28 for the sale of fuels, aviation supplies and materials, for
29 aircraft rental, sales, maintenance or service, or for any other
30 aviation or non-aviation commercial activity including the sale

1 of refreshments or any commodity or service.

2 SECTION 21. Privately owned aircraft are defined as aircraft
3 owned individually or by a partnership, or by a non-profit club
4 or corporation in which each member must be a bonafide owner of a
5 part of the aircraft or of a share in the corporation. The
6 aircraft shall be owned and operated for personal, nonrevenue
7 transportation, pleasure or recreational use only.

8 SECTION 22. Airport Security Officer shall mean a full time
9 employed Peace Officer in the King County Airport Police Department
10 and holds a special commission as a Peace Officer of the Department
11 of Public Safety, King County, State of Washington.

12 ARTICLE III. RULES & REGULATIONS - GENERAL

13 SECTION 1. Rules and Regulations - Application. The rules
14 and regulations hereinafter set forth, and all orders, instructions,
15 rules, and regulations promulgated under authority herein pre-
16 scribed, shall apply to and be in full force and effect upon B.F.I.
17 as it is now or may hereafter be constituted, and all persons
18 using the facilities of B.F.I. shall observe same and such
19 observance shall be a condition under which all persons may use
20 such facilities.

21 SECTION 2. Amendment With Due Notice. The King County
22 Council reserves the right to revise, delete, amend, or add to
23 any of these regulations or rules with due notice.

24 SECTION 3. Enforcement - Citation of Violators. The
25 provisions of the Airport Code and any resolutions or other
26 regulations promulgated hereunder, and the provisions of any
27 other ordinance or law, the violation of which constitutes a
28 misdemeanor, pertaining to the conduct of persons upon or about,
29 or to operations of, B.F.I., may be enforced in any manner
30
31
32

1 provided for by law.

2 SECTION 4. Compliance with Rules and Regulations. All
3 persons using the facilities of B.F.I. shall be governed by the
4 rules and regulations herein prescribed and by the provisions
5 of the King County Code.

6 SECTION 5. Restricted Areas. No person other than those
7 in aircraft operating on the Airport or in vehicles authorized
8 to service or support such aircraft shall enter the operational
9 area unless with approval of the Manager of the Airport. All
10 persons authorized access to the operational areas shall have
11 suitable identification on them when in the area.

12 SECTION 6. Conduct of Business, Commercial or Non-Commercial
13 Activity. No person may solicit, offer for sale or hire or sell
14 or engage in any business or commercial or non-commercial
15 activity of any nature on or from the Airport except from a
16 fixed place of business or operation and in conformance with an
17 appropriate lease or permit.

18 SECTION 7. Filing Location of Business With Airport Manager--
19 Violation. All Commercial operators must file with the Airport
20 Manager the name and location on the Airport of their business,
21 and if any change in name, ownership, and/or location is made,
22 notice of such change must be given to the Airport Manager
23 immediately. Failure to notify the Airport Manager shall
24 constitute a violation of the Field Rules and Regulations, and
25 will subject the operator to the penalties thereof.

26 SECTION 8. Disposal. No person shall deposit substances
27 on B.F.I. which may cause damage or be a nuisance or a hazard to
28 persons or property. No person shall place, dispose or deposit
29 in any manner trash, garbage, or refuse in or upon the operational
30 areas, undeveloped areas, or roads except at such places and under

1 such conditions as the Airport Manager may from time to time prescribe

2 SECTION 9. Damages - Responsibility For. Any and all
3 Airport property destroyed, injured, or damaged shall be paid
4 for by the person or persons responsible for such destruction,
5 injury, or damage thereto.

6 SECTION 10. Surface Vehicles on Operational Use Areas.
7 No surface vehicles other than aircraft and fueling and flight
8 line service vehicles shall be operated on the operational areas
9 except those specifically authorized by the Airport Manager.
10 Each vehicle authorized access to operational areas shall
11 display visual identification (such as a large decal or sign)
12 while operating in that area.

13 SECTION 11. Removal of Property. The Airport Manager
14 or his authorized representative may remove from any area of the
15 Airport including leased premises any motor vehicle, aircraft, or
16 other property which causes or constitutes or reasonably appears
17 to cause or constitute an imminent or immediate danger to the
18 health or safety of the persons using the Airport or a
19 significant portion thereof. The expenses of such removal and
20 any storage fees shall become a lien chargeable to the owner
21 of said motor vehicle, aircraft or other property. Said owner
22 shall be notified of the removal and storage of said motor
23 vehicle, aircraft, or other property by certified or registered
24 mail with a five (5) day return requested, sent to the owner's
25 address as known to the Airport Manager or his authorized
26 representative, within three (3) days of said removal and
27 storage.

28 The removal from any area of the Airport including leased
29 premises of any motor vehicle, aircraft, or other property
30 constituting a nuisance or which is disabled, abandoned, or in

1 violation of this Code but which does not cause or constitute
2 an imminent or immediate danger to the health or safety of the
3 persons using the Airport or a significant portion thereof,
4 shall be accomplished in accordance with the procedure set
5 forth in R.C.W. 7.48 as the same now exists or may hereafter be
6 amended or in any other manner provided by law.

7 SECTION 12. Flying Clubs - Requirements.

8 A. Purpose of Flying Clubs. A flying club must
9 be organized as a non-profit corporation under the laws of
10 the State of Washington or of the United States for the purpose
11 of fostering flying for pleasure, developing skills in aviation,
12 and developing an awareness and appreciation of aviation
13 requirements and techniques to the general public.

14 B. By-Laws. Each club must furnish to the
15 Airport Manager a current and correct copy of the By-Laws,
16 Articles of Incorporation, Operating Rules and Membership
17 Agreements.

18 C. Officers and Directors. A current certified
19 roster of officers and directors and their addresses must be
20 filed annually with the Airport Manager.

21 D. Use of Airport for Commercial Purposes. The
22 commercial use of B.F.I. by flying clubs is prohibited.

23 E. Membership List. The flying club shall maintain
24 a membership record containing the full names, addresses and
25 pilot license number and rating of all its members, past and
26 present, together with the date when their membership commenced
27 and terminated. These records shall be certified by an officer
28 of the flying club and made available for inspection at any
29 reasonable time upon request of and by the Airport Manager.
30
31
32

1 F. Instructors and Mechanics. All flying clubs
2 will submit to the Airport Manager upon his request a certified
3 list of all instructors who are or have been instructing members
4 of the club and the names of each of the members who received
5 said instruction and the dates and time duration of such
6 instruction within the six (6) months preceding the request.

7 G. Insurance. All flying clubs must obtain public
8 liability and property damage insurance with a hold harmless
9 agreement in favor of B.F.I., its officers, and employees in
10 the following minimum amounts:

11 Public Liability, per person \$100,000

12 Public Liability, per accident \$300,000

13 Property Damage \$100,000

14 Certificates of insurance will be kept on file at all times with
15 the Airport Manager. Thirty (30) days prior notice of cancellation
16 shall also be filed with the Airport Manager.

17 H. Aircraft Registration. All aircraft owned, leased
18 or used by the club must first be registered with the Airport
19 Manager. Club aircraft shall not be used for business or
20 commercial activities.

21 ARTICLE IV. AIRCRAFT OPERATIONS

22 SECTION 1. Aircraft Operation and Maintenance. No person
23 shall navigate and, fly, service, move, maintain, or repair any
24 aircraft, nor conduct any aviation activities, upon, on or from
25 the Airport other than in conformity with current F.A.A. rules
26 and regulations established under Federal authority, including
27 all current Air Traffic Rules as established by the Airport and
28 F.A.A. and controlled by the B.F.I. Control Tower.

29 SECTION 2. Brakes Required. No aircraft may be operated
30 at the Airport unless it is equipped with satisfactory and

1 usable brakes.

2 SECTION 3. Aircraft Storage and Repairs. Aircraft shall
3 be stored and repairs shall be made only on the leased sites
4 where permitted, and there shall be aircraft storage but no
5 repair work on the public use ramps.

6 SECTION 4. Securing of Unattended Aircraft. No aircraft
7 shall be left unattended on any area of the Airport, including
8 leased premises, unless properly secured. The securing of
9 aircraft shall be the sole responsibility of the owner or
10 operator of the aircraft, and B.F.I. and its officers, employees,
11 and agents shall be in no way held responsible.

12 SECTION 5. Parking of Aircraft. Except for parking and
13 servicing of aircraft where permitted on public use ramps, pro-
14 visions for parking all aircraft of any operator, user, tenant,
15 or its patrons, invitees, employees, and others, shall be on
16 leased premises where permitted and off the operational area
17 of the Airport. No holding, stopping, or parking of aircraft
18 on the taxiways shall be permitted other than to gain immediate
19 ingress or egress of the aircraft from or to adjacent premises.

20 Unairworthy aircraft, wrecks, "junkers", or parts thereof
21 shall not be parked or stored anywhere on the Airport or leased
22 sites unless awaiting bonafide scheduled repairs by a bonafide
23 commercial aviation business on the Airport, unless express
24 authority is granted by the Airport Manager.

25 SECTION 6. Postponing and Delaying of Airport Operations.
26 The Manager of the Airport may delay or restrict any flight or
27 other operations at the Airport for any emergency or other cause,
28 the ramifications of which indicate danger to the public or
29 impending violation of rules and regulations applicable to such
30 flight or other operations.

31 SECTION 7. Use of Intoxicants and Drugs. No pilot or
32

1 other member of the crew of an aircraft in operation on the
2 Airport or indicating intent to do so, nor any person directly
3 attending or assisting in said operation on the Airport shall
4 be under the influence of intoxicating liquor or any drug to a
5 degree which renders him incapable of safely performing his
6 duties; nor shall any passenger thereof be under the influence of
7 intoxicating liquor or any drug to a degree which would endanger
8 the safety of any persons using the Airport.

9 SECTION 8. Disabled Aircraft. Each aircraft owner, or
10 his pilot or agent, shall be responsible for the prompt removal
11 of disabled aircraft and parts thereof unless required or
12 directed to delay such action pending an investigation of an
13 accident.

14 SECTION 9. Charges for Moving Disabled Aircraft. Should
15 pilots, owners, or agents authorize Airport employees to remove
16 disabled aircraft from runways, ramps, taxiways, or other
17 operational or undeveloped areas on the Airport, charges will
18 be made for equipment and labor at currently established prices
19 and rates. The Airport and/or King County accepts no liability
20 for removal of aircraft.

21 SECTION 10. Noise and Slipstreams. No aircraft shall be
22 operated in such a manner or in such places, in front of or
23 near hangars, shops, buildings, personal property, or persons
24 so that they are in the propeller slipstream or jet blast so
25 that the operation creates a hazard or a nuisance.

26 SECTION 11. Starting and Running of Aircraft Engines.
27 Except aircraft in control of authorized maintenance shops, no
28 aircraft engine shall be started or run unless a licensed pilot
29 or mechanic is attending the controls. Chocks shall be placed
30 in front of the main gear wheels before starting engine or engines

1 unless the aircraft is equipped with and is using adequate
2 parking brakes.

3 SECTION 12. Responsibility of Instructors. Instructors
4 shall fully acquaint their students with these rules and
5 regulations and shall be responsible for the conduct of students
6 under their direction during dual instructions. When the student
7 is flying solo, it shall be the student's sole responsibility
8 to observe and abide by these rules and regulations.

9 ARTICLE V. AIRCRAFT - GENERAL

10 SECTION 1. Scope of Article--Exceptions. This article
11 shall govern the conduct of all persons engaged in aeronautical
12 activities at B.F.I., or while flying in the B.F.I. Traffic
13 Zone, unless exceptions are specifically provided for in
14 Federal Air Regulations, or unless exceptions not in conflict
15 with Federal Air Regulations are authorized by the Airport Manager.

16 SECTION 2. Compliance with Code. No person shall navigate
17 any aircraft, land upon, fly same from, service, maintain, repair
18 any aircraft, or conduct any aircraft operations on or from B.F.I.,
19 otherwise than in conformity with all current Federal, State,
20 County and City rules and regulations including those rules and
21 regulations established from time to time by the Airport Manager.

22 SECTION 3. Adoption of Federal Aviation Administration's
23 Rules. The Air Traffic Rules as established by the F.A.A., and
24 currently in effect, are hereby adopted and made a part of these
25 rules as fully as if the same and each were set forth herein.

26 SECTION 4. Two-Way Radio Required. No aircraft may land
27 or take off unless it is equipped with functioning two-way radio
28 capable of two-way communication with B.F.I. Air Traffic Control
29 Tower, except in case of emergencies.

30 SECTION 5. Radio Procedures and Frequencies. All radio

1 transmission shall be in accordance with the procedure prescribed
2 by the Federal Communications Commission.

3 SECTION 6. Motor Warm-Up Places-Propeller Blast. Aircraft
4 engines may be started or warmed up only in the places designated
5 for such purposes by the Airport Manager. Caution must be
6 exercised at all times to protect persons and property from the
7 propeller slipstream or jet blast.

8 ARTICLE VI. PUBLIC USE OF ROADS, WALKS AND FACILITIES.

9 SECTION 1. Restricted Areas. No person shall enter any
10 restricted area posted as being closed to the public, except:

11 A. Persons assigned to duty thereon.

12 B. Persons authorized by the Airport Manager.

13 C. Passengers under appropriate supervision
14 entering the apron for the purpose of embarkation and debarkation
15 to and from aircraft.

16 SECTION 2. Traffic Restricted. No person shall travel
17 on the Airport other than on the roads or places provided for that
18 particular class of traffic.

19 SECTION 3. Obstructions. No person shall use the roads,
20 walks or other thoroughfares in such manner as to hinder or
21 obstruct their proper use.

22 SECTION 4. Type of Vehicles. The Airport Manager may
23 prohibit from roads, walks and paved areas any type of vehicle
24 equipped with other than pneumatic tires and other vehicles or
25 equipment whose operation would damage said roads, walks and paved
26 areas.

27 SECTION 5. Liability of County for Injury. The County of
28 King assumes no responsibility for injury or damage to persons
29 or property of persons, stored on, or using the Airport facilities
30 by reason of fire, theft, vandalism, weather, storm, flood, earth-
31
32

1 quake, and collision, nor does it assume any liability by reason
2 of injury to persons while on the Airport or while using the
3 facilities of same.

4 SECTION 6. Liquor and Narcotics. No person under the
5 influence of liquor or narcotic drugs shall be allowed on the
6 operational areas of the Airport.

7 SECTION 7. Lost Articles. Any person finding lost articles
8 shall deposit them at the office of the Airport Manager or
9 Airport Security office.

10 SECTION 8. Pets. All pets shall be on a leash and shall
11 not be allowed on the operational areas of the Airport. Any
12 domestic animal found to be roaming free on Airport property
13 will be subject to impounding by the County Animal Authority.

14 ARTICLE VII. ACCIDENTS AND SAFETY.

15 SECTION 1. Report of Accidents. Any person involved in any
16 accident on the Airport, and all witnesses thereto, shall report
17 to the Airport Manager's Office or to the Airport Security
18 immediately.

19 SECTION 2. Report of Hazardous Conditions. Any person
20 observing a condition or hazard that would jeopardize life, health
21 public safety, or damage to property, should report same to the
22 Airport Manager's Office or Airport Security immediately.

23 SECTION 3. Accidents on Airport. In case of an accident
24 on the Airport, the Airport may be closed to the general public
25 in the immediate vicinity of the accident in order not to hamper
26 the trained rescue crew.

27 ARTICLE VIII. RULES OF CONDUCT.

28 SECTION 1. Disorderly Conduct. No person shall commit any
29 disorderly or unlawful act or commit any nuisance on the Airport.
30
31
32

1 SECTION 2. Garbage and Refuse. Garbage, papers and
2 refuse, or other material, shall be placed in covered receptacles
3 ordinarily used for such purposes.

4 SECTION 3. Care of Property. No person shall:

5 A. Destroy, injure, deface, or disturb in any way,
6 any property, sign, structure, or other public property on the
7 Airport.

8 B. Trespass on lawns and seeded area on the Airport.

9 C. Abandon any personal property on the Airport.

10 SECTION 4. Firearms, Explosives and Inflammable Materials.

11 No person shall carry any firearms, explosives, or inflammable
12 materials on the Airport in any other manner than that provided
13 by law, except by written permission of the Airport Manager.

14 ARTICLE IX. MOTOR VEHICLE REGULATIONS.

15 SECTION 1. Speed Limit. The maximum speed limit in all
16 vehicular areas on the Airport is twenty miles per hour, unless
17 otherwise posted. Speed limit for vehicles operating in the
18 Airport operational area shall be fifteen miles per hour.

19 SECTION 2. Compliance With Parking Signs. Vehicles shall
20 not be parked on the Airport other than in the manner and at
21 parking areas indicated by posted traffic signs and curb markings.

22 SECTION 3. Employee Parking. Personnel employed on the
23 Airport shall park only in employee parking areas as designated
24 by the Airport Manager.

25 SECTION 4. Passenger Loading. No common carrier vehicle
26 or vehicle for hire shall load or unload passengers at the
27 Airport other than in the area so designated as passenger
28
29
30
31
32

1 loading zones.

2 SECTION 5. Areas Permitted to Motor Equipment. No
3 motorized equipment shall be operated on the apron of the Terminal
4 Building, or other areas not designated for vehicular traffic,
5 except those authorized by the Airport Manager.

6 SECTION 6. Perimeter Road. The Perimeter Road, as posted,
7 shall be closed to all traffic except: official cars or trucks,
8 or cars and trucks traveling on Airport business, or those
9 cars or trucks with written permission of the Airport Manager.

10 SECTION 7. Pedestrians. Pedestrians shall have the right
11 of way over vehicular traffic and shall use pedestrian lanes
12 wherever provided.

13 SECTION 8. Compliance with Signs. All vehicles shall be
14 operated in accordance with all posted signs and pavement markings.

15 SECTION 9. Compliance with Code -- Emergency Provision.
16 Motor vehicles shall be operated on the Airport in strict
17 accordance with the foregoing rules prescribed by the King County
18 Council and Airport Manager for the control of such vehicles,
19 except in the case of emergency involving danger to life and
20 property.

21 SECTION 10. Public Parking Lot. The County from time to
22 time shall establish automobile parking rates for the public parking
23 lot serving the Terminal area. These rates are subject to change
24 without notice.

25 ARTICLE X. FUELING & FUEL STORAGE

26 SECTION 1. General Safety. No person in or upon any areas
27 where fueling or defueling is being conducted shall do or fail
28 to do any act if the doing or omission thereof endangers
29 unreasonably or is likely to endanger unreasonably persons or
30 property.

1 SECTION 2. Fueling While Engine Is Running Or In Enclosed
2 Places Prohibited. No aircraft shall be fueled or drained of
3 fuel while the engine is running or while such aircraft is in
4 a hangar or enclosed space.

5 SECTION 3. Smoking Near Aircraft's Fuel Tanks. No smoking
6 shall be permitted within one hundred feet of the aircraft's fuel
7 tanks while the aircraft is being fueled or drained of fuel.

8 SECTION 4. Electronic and Electrical Equipment to Remain
9 Off. No person shall operate any radio transmitter or receiver,
10 or switch electrical appliances off or on in an aircraft during
11 fueling or draining of fuel.

12 SECTION 5. Grounding of Electrical Potential. During
13 refueling, the aircraft and the fuel dispensing apparatus shall
14 both be grounded and bonded to a point or points of zero electrical
15 potential.

16 SECTION 6. Prevention of Overflow. Persons engaged in
17 the fueling and draining of aircraft shall exercise care to
18 prevent overflow of fuel.

19 SECTION 7. Attendant Required. No passenger or passengers
20 shall be permitted in any aircraft during fueling unless cabin
21 attendant is present at or near the cabin door.

22 SECTION 8. Personnel Permitted. Only personnel engaged
23 in the fueling, maintenance, and operation of an aircraft shall
24 be permitted within one hundred feet of fuel tanks of such aircraft
25 during any such operation.

26 SECTION 9. Static Spark Materials. No person shall use any
27 material during fueling or draining of fuel from aircraft which
28 is likely to cause a static discharge.

29 SECTION 10. Fire Extinguishers. Adequate fire extinguishers
30 shall be within ready reach of personnel engaged in fueling and

1 and draining operations.

2 SECTION 11. Gasoline on Ground. No person shall start the
3 engine of any aircraft when there is gasoline on the ground under
4 or nearby such aircraft.

5 SECTION 12. Equipment Maintenance. Fueling hoses and
6 draining equipment shall be maintained in a safe, sound and non-
7 leaking condition.

8 SECTION 13. Grounding Device. All hoses, funnels, and
9 appurtenances used in fueling and draining operations shall be
10 equipped with a grounding device to prevent ignition of volatile
11 liquids.

12 SECTION 14. Distance From Buildings. The fueling and
13 draining of aircraft shall be conducted at a safe distance from
14 any hangar or other building.

15 SECTION 15. Smoking Near Fuel Carrier. No smoking shall
16 be permitted within one hundred feet of any fuel carrier when
17 not in motion or when it is being utilized for fueling or draining
18 of fuel from aircraft.

19 SECTION 16. Equipment Routes and Parking. Routes for fueling
20 equipment and parking areas for fueling points will be designated
21 by the Airport Manager.

22 SECTION 17. Fire Requirements for Equipment. Fueling
23 equipment must be equipped to fully meet all fire regulation
24 requirements.

25 ARTICLE XI. FIRE REGULATIONS

26 SECTION 1. Construction or Alteration of Buildings.
27 All construction, maintenance, alterations of buildings, structures
28 and shelters shall be done in conformance with the Building
29 and Fire Codes, and on approval of the Airport Manager.

30 SECTION 2. Cleaning Aircraft with Flammable Liquids. No

1 person shall use flammable volatile liquids in the cleaning
2 of aircraft, aircraft engines, propellers and appliances, unless
3 such cleaning operations are conducted in open air, or in a proper-
4 ly ventilated room specifically set aside for that purpose, which
5 room must be properly fireproofed and equipped with adequate and
6 readily accessible fire extinguishing apparatus.

7 SECTION 3. Open Flame Operations. No person shall conduct
8 any open flame operation in any hangar or on the airport grounds,
9 or part thereof, unless specifically authorized by the Airport
10 Manager.

11 SECTION 4. Storage of Material and Equipment. No person
12 shall store or stock material or equipment on the Airport in such
13 manner as to constitute a fire hazard.

14 SECTION 5. Storage of Flammable Liquids. No person shall
15 keep or store any flammable liquids, gases, signal flares, or
16 other similar materials in the hangars or in any building on the
17 Airport, provided, that such materials may be kept in an aircraft
18 in the proper receptacles installed in the aircraft for such
19 purposes or in rooms or areas specifically approved for such
20 storage by the Airport Manager.

21 ARTICLE XII. TAXICAB OPERATING AGREEMENT.

22 SECTION 1. All taxicabs desiring to provide service from
23 B.F.I. shall be charged a fee established by King County for the
24 right and privilege to provide service from B.F.I. An appropriate
25 sticker shall be conspicuously displayed as prescribed by the
26 Airport on each taxicab.

27 SECTION 2. The Airport Manager shall have the right to
28 terminate taxicab operating agreements for violations of rules and
29 regulations and terms and conditions of the agreement.
30
31
32

1 SECTION 3. All taxicabs desiring to provide service from
2 B.F.I. must conform with the requirements of the proper govern-
3 mental authority which has jurisdiction over such regulation of
4 taxicabs. All taxicabs must comply with the regulations in effect
5 at B.F.I.
6
7

8 ARTICLE XIII. SCHEDULE OF FEES, RENTALS,
9 RATES, CHARGES AND GENERAL CONDITIONS

10 SECTION 1. Rentals, Rates, Charges and Conditions for Use
11 of the Airport. Rentals, rates, charges and conditions for use
12 of the Airport and its public facilities shall be those specified
13 in this code and may be amended from time to time by the King
14 County Council.

15 SECTION 2. Current Rates. A complete copy of all existing,
16 current rates, fees and charges applicable to B.F.I. is available
17 upon request from the office of the Airport Manager.

18 SECTION 3. Revision of Code. The King County Council
19 reserves the right to revise, delete, amend, or add to these
20 Schedule of Fees, Rentals, Rates, Charges, and General Conditions
21 with due notice.

22 SECTION 4. Delinquent Payments. Any person determined to be
23 delinquent in his payment for the use of airport facilities may be
24
25
26
27
28
29
30
31
32

promptly removed from the Airport by or under the authority of the Airport Manager, and may be deprived of, or refused the further use of, the Airport and its facilities.

SECTION 5. Establishment of Rates and Charges. The Airport Manager, with approval of the King County Council, may establish charges or rates not covered by the Schedule of Fees.

SECTION 6. Charges. The following charges will be made for storage of aircraft on County property (Note: Gross weight shall be that weight for the aircraft as published in leading aviation journals):

Gross Weight	Daily Rate	Monthly Rate
0 to 4,000 lbs.	\$ 2.00	\$ 20.00
4,001 to 9,000 "	2.00	25.00
9,001 to 20,000 "	2.00	27.50
20,001 to 33,000 "	2.50	36.00
33,001 to 45,000 "	3.00	45.00
45,001 to 57,000 "	4.00	60.00
57,001 to 81,000 "	5.00	72.00
81,001 to 105,000 "	6.00	84.00
105,001 to 135,000 "	7.00	96.00
135,001 to 159,000 "	8.00	108.00
159,001 to 183,000 "	9.00	120.00
183,001 to 207,000 "	10.00	132.00
207,001 to 231,000 "	11.00	144.00
231,001 to 255,000 "	12.00	156.00
255,001 to 279,000 "	13.00	168.00
279,001 to 303,000 "	14.00	180.00
303,001 to 327,000 "	15.00	192.00
327,001 to 351,000 "	16.00	204.00

1	Gross Weight	Daily Rate	Monthly Rate
2	351,001 to 375,000 lbs.	\$ 17.00	\$ 216.00
3	375,001 to 409,000 "	18.00	228.00
4	409,001 to 433,000 "	19.00	240.00
5	433,001 to 467,000 "	20.00	252.00
6	467,001 to 491,000 "	21.00	264.00
7	491,001 to 515,000 "	22.00	276.00
8	515,001 to 537,000 "	23.00	288.00
9	537,001 to 561,000 "	24.00	300.00
10	561,001 to 585,000 "	25.00	312.00
11	585,001 to 609,000 "	26.00	324.00
12	609,001 to 633,000 "	27.00	336.00
13	633,001 to 657,000 "	28.00	348.00
14	657,001 to 681,000 "	29.00	360.00
15	681,001 to 705,000 "	30.00	372.00
16	705,001 to 729,000 "	31.00	384.00
17	729,001 to 753,000 "	32.00	396.00
18	753,001 to 777,000 "	33.00	408.00
19	777,001 to 801,000 "	34.00	420.00
20	801,001 to 825,000 "	35.00	432.00
21	825,001 to 849,000 "	36.00	444.00
22	849,001 to 873,000 "	37.00	456.00

23 SECTION 7. Monthly rates. Monthly rates will apply
24 whenever the accumulated daily rate becomes the greater of the
25 two.

26 SECTION 8. Daily Rates. Daily rates shall apply to
27 aircraft parked in excess of eight hours.

28 SECTION 9. Payment of Fees. Payment of monthly fees is due and
29 payable in advance on the first day of each calendar month. Payment
30 of daily parking fees shall be made prior to departure of aircraft,

1 unless arrangements have been approved by the Airport Manager.

2 ARTICLE XIV. AVIATION FUEL SALES - FLOWAGE FEES

3 SECTION 1. Charge On Company Selling or Delivering Fuel -
4 Monthly Report. Oil companies engaged in the business of
5 selling or delivering aviation fuel to any individual or
6 business firm on B.F.I., or selling aviation fuel to any individual
7 or firm to be used in aircraft located on, or being serviced to
8 take off from B.F.I., shall pay a field charge of one cent per
9 gallon. This charge shall be collected by the oil company
10 making the sale and reported in a form prescribed by and
11 acceptable to the Airport Manager with remittance made to the
12 Airport on or before the 20th of each month.

13 SECTION 2. Charge on Fuel In Lieu of Landing Fee - Monthly
14 Report. All aviation fuel sold and delivered to any individual
15 or business firm on B.F.I., other than to scheduled airlines as
16 defined in Article XVII, Section 1, or sold to any individual
17 or business firm to be used in aircraft located on, or being
18 serviced to take off from, B.F.I. shall carry a charge of two
19 cents per gallon, which is in lieu of a landing fee. This
20 charge shall be collected by the oil company making the sale
21 and reported in a form prescribed by and acceptable to the
22 Airport Manager with remittance made to the Airport on or before
23 the 20th of each month.

24 ARTICLE XV. PAYMENT - LANDING & TIE-DOWN FEES

25 SECTION 1. Payment - Lien. No person shall allow any
26 aircraft owned by him or under his control to land, take-off,
27 or be parked or tied down at B.F.I. without causing all
28 applicable landing and tie-down or other fees respecting such
29 aircraft to be paid. Any such fees that become due and owing
30 shall constitute a lien on such aircraft.

1 ARTICLE XVI. NON-SCHEDULED AND OTHER REVENUE
2 OPERATIONS OF AIRCRAFT

3 SECTION 1. Scope of Article. Application of charges shall
4 apply to all non-scheduled and other revenue operations of
5 aircraft for hire, including supplemental and other certificated
6 air carriers, aircraft charters, air-taxi, travel clubs, air
7 ambulance utilizing the facilities at B.F.I.

8 SECTION 2. Landing Fee. Aircraft operating pursuant
9 to this Article will be subject to a landing fee of twenty cents
10 per thousand pounds of the aircraft's gross take-off weight as
11 published in leading aviation journals, computed to the nearest
12 five cents, with a minimum of two dollars per landing, or two
13 cents per gallon of fuel purchased per operation, payable by
14 the oil company vending the fuel pursuant to Article XIV, Section
15 2, whichever is greater, plus, outside storage charge on all
16 aircraft parked on County property pursuant to Article XIII,
17 Section 6.

18 SECTION 3. Monthly Report. Monthly reports containing all
19 data required to determine Airport charges, if required, shall
20 be prepared and signed by an official representative of the
21 owner and/or operator of aircraft operating pursuant to this
22 Article and submitted to the Airport Manager by the 10th day of
23 the following month.

24 SECTION 4. Payment. Payment of charges pursuant to this
25 Article shall be made prior to the departure of aircraft, unless
26 arrangements have been approved by the Airport Manager.

27 ARTICLE XVII. SCHEDULED AIRLINES.

28 SECTION 1. Schedule Defined. The term "schedule" shall
29 mean proposed regular departure of an aircraft at a specified
30 time, daily or periodically, during a calendar month (legally

1 filed with the appropriate agencies and approved by them).
2 Scheduled airline shall include all "Air-Taxi", "Commuter",
3 "Third-Level" and other scheduled airlines utilizing the
4 facilities at B.F.I. for the purpose of enplaning and/or
5 deplaning revenue passengers on a scheduled basis.

6 SECTION 2. Basic Operating Fees - Filing of Schedule
7 and Landings - Parking Fees. Airlines operating scheduled
8 service from B.F.I. shall pay a landing fee of twenty cents
9 per thousand pounds of the aircraft's gross takeoff weight per
10 landing as published in leading aviation journals, computed to
11 the nearest five cents, with a minimum of two dollars per
12 landing. The airline schedule must be filed with the Airport
13 Manager the first of each month.

14 SECTION 3. Freight, Mail and Express Rates. Freight,
15 mail and express carried by airlines operating scheduled service
16 from B.F.I., rates shall be two dollars and forty cents per ton,
17 per month, on the initial two hundred tons, and eighty cents per
18 ton, per month, for all subsequent outgoing cargo. Fractions of
19 a ton shall be charged to the nearest half-ton.

20 SECTION 4. Testing, Ferrying or Non-Revenue Flights.
21 Aircraft not exclusively based on B.F.I. will be charged for the
22 testing, ferrying and non-revenue flights in accordance with
23 Article XVI above. Aircraft based and operating exclusively
24 from B.F.I. will not be charged for testing, ferrying or non-
25 revenue flights, in accordance with Article XVI.

26 SECTION 5. Monthly Report. Monthly reports containing
27 all data required to determine airport charges shall be prepared
28 and signed by an official representative of the airline and
29 submitted to the Airport Manager by the 10th day of the following
30 month.

1 SECTION 6. Payment. Payment of charges shall be due and
2 payable upon invoice.

3 ARTICLE XVIII GROUND RENTALS

4 SECTION 1. Rates Specified. Ground space on airport
5 property will be leased on competitive bid, and the rental rate
6 will be the minimum ground rental rate established from time to
7 time by King County.

8 SECTION 2. Lease Defined. Lease as defined shall mean
9 ground space acquired for a minimum of one year under legal
10 agreement with King County.

11 SECTION 3. Physical Improvements. Physical improvements
12 may be constructed at the expense of the tenant, provided the
13 location and type of construction has prior written approval
14 of the Airport Manager. Tenants must at all times maintain
15 physical improvements in good condition and in conformity with
16 the requirements of King County.

17 SECTION 4. Utilities and Other Services. Utilities
18 and other services which may be required by the tenant in the
19 rental area, shall be paid for by the tenant unless otherwise
20 provided.

21 SECTION 5. Payment. All rental charges shall be due and
22 payable in advance.

23 ARTICLE XIX. HANGARS AND OFFICES - COUNTY OWNED

24 SECTION 1. Rates Specified. Hangar space and office space
25 in County owned facilities will be leased or rented based upon
26 the rental rate and terms established from time to time by King
27 County.

28 SECTION 2. Physical Improvements. Tenants must at all
29 times maintain physical improvements in good condition and in
30 conformity with the requirements of King County. No improvements

1 or physical changes in the area leased or rented shall be made
2 without prior written approval of the Airport Manager.

3 SECTION 3. Payment. Prompt payment for space rented or
4 leased on B.F.I. shall be made in accordance with the terms and
5 conditions of the Agreement.

6 ARTICLE XX. FEE - TAXICAB OPERATING AGREEMENT.

7 SECTION 1. Fee Specified. All taxicabs providing service
8 from B.F.I. pursuant to the terms and conditions stated in Article
9 XII of this Ordinance shall pay to the Airport five dollars per
10 calendar year for each taxicab issued a Taxicab Operating Agreement
11 by the Airport.

12 SECTION 2. Operating Agreement. The Agreement as referred to
13 in Article XII of this Ordinance shall be in a form as prescribed
14 by the Airport and the fee specified in Section 1 above shall be
15 remitted upon application for an Operating Agreement. The fee will
16 not be pro-rated for a portion of the calendar year in which the
17 Operating Agreement is issued.

18 ARTICLE XXI. PENALTIES.

19 SECTION 1. Violators Prohibited Use of Airport. Persons
20 violating rules or regulations may be deprived of use of the Airport.
21 Any person operating or handling any aircraft, operating any
22 vehicle, equipment or apparatus, or any person refusing to comply
23 therewith, or is determined to be delinquent in his payment for the
24 use of airport facilities, may be promptly removed from the Airport
25 by or under the authority of the Airport Manager; and may be de-
26 prived of, or refused the further use of, the Airport, and its
27 facilities for such length of time as may be determined by the
28 Airport Manager and/or the King County Council.

29 SECTION 2. Penalty. Any violation of this ordinance is a
30 misdemeanor and the punishment shall be as provided by the laws of
31 the State of Washington.

32

ARTICLE XXII. SEVERABILITY.

SECTION 1. Should any section, subsection, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance.

ARTICLE XXIII. REPEALER.

SECTION 1. Resolutions 17266, 11794, 36806, 29074, 28747, 35989, 9747 and 27281 are each hereby repealed.

PASSED by the Council at a regular meeting thereof on the 20th day of March, 1972.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Ray G. Owen
Chairman

ATTEST:

Lee Kraft
Administrator-Clerk
King County Council

APPROVED this 24th day of March, 1972.

Ed Spillman
King County Executive